

AGREEMENT #9

Between

THE CITY OF VINELAND

A Municipal Corporation of the State of New Jersey

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL 49

An Employee Representative

Effective January 1, 2001 through December 31, 2004

<u>ITEM</u>	<u>ARTICLE</u>	<u>PAGE</u>
Acting Assignments	21	28
Association Representatives and Members and Delegates' Rights	4	6
Bulletin Boards	6	8
Check-Off and Agency Shop	5	7
Court Time	15	18
Dissemination of Information	31	38
Education and Training Incentive	13	16
Exhibit "A" - Salary Step Guide	-	40
Exhibit "B" - Stipends	-	41
Exhibit "C" - Canine Provision	-	42
Extracontractual Agreements	25	34
Funeral Leave	17	22
Grievances	24	32
Health Benefits	23	29
Holiday Pay	12	16
Leave of Absence	19	25
Maintenance Standards	3	5
Meals	30	37
Nondiscrimination and Personnel Records	7	9
No-Strike Pledge	8	10

<u>ITEM</u>	<u>ARTICLE</u>	<u>PAGE</u>
Overtime	20	26
Pay Period	10	12
Personal Leave Tour of Duty	18	24
Recognition	1	1
Retirement	22	28
Safety	29	37
Severability	26	34
Sick Leave	16	18
Term of Agreement	32	39
Tour of Duty and Management Rights	2	2
Travel Allowances	14	17
Uniform Allowance	28	36
Uniform Maintenance Allowance	27	35
Vacations	11	13
Wages	9	11

AGREEMENT, dated April 5, 2001, by and between the City of Vineland, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City" and the Firemen's Mutual Benevolent Association, Local 49, Vineland, New Jersey, hereinafter referred to as the "Association".

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1, etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and the employees; to prescribe the rights and duties of the City and the employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City and its employees and the City.

ARTICLE I

RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, and as amended, the Statutes of the State of New Jersey, the Ordinances of the City, and the Rules and Regulations of the Fire Department, but no Ordinance of the City or Rules and Regulations of the Department shall amend or alter any agreed upon term of this Contract.

The City recognizes the Association as the sole and exclusive representative of those certain employees of the Fire Department of the City for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the Certification Docket No. RO-78-110 by the New Jersey, Public Employment Relations

Commission dated March 29, 1978, as authorized by the New Jersey Employer-Employee Relations Act of 1968, and as amended, as follows:

All uniformed paid firefighters (including employee classifications of firefighters and fire prevention specialist, U.F.D.) employed by the City of Vineland, but excluding captains and all volunteer firefighters, managerial executives, supervisors within the meaning of the Act, craft employees, clerical employees, professional employees, confidential employees, police and all other employees.

The duties of employees covered by this Agreement are described by the New Jersey Department of Personnel (Civil Service) and other applicable State laws, rules and regulations.

ARTICLE 2

TOUR OF DUTY AND MANAGEMENT RIGHTS

Section I. Tour of Duty.

For purposes of this contract, a tour of duty shall consist of a 24-hour working period beginning at 7:30 am and ending at 7:30 am on the following day with 48 hours off between tours. Any employee hired after January 1, 2001, who increases the 21-employee staff, may not work a tour of duty, but instead work a 40 hour week. A minimum of 21 firefighter positions, including all UFD positions, shall be maintained on the 24 / 48 tour of duty. The FMBA acknowledges that the City has a managerial prerogative to change the work schedule.

The parties agree to establish an 8 hour day / 40 hour week tour of duty in addition to the current 24 / 48 tour of duty subject to the following provisions:

1. Effective January 1, 2001 or any time thereafter, the parties mutually agree in writing to implement said schedule for new hires and current employees subject to bidding by seniority.
 - A. The parties agree that the 40 hour week tour of duty shall not reduce the staffing levels of existing platoons.

- B. The 40 hour tour of duty shall be Monday through Friday for any 8 hour period, excluding lunch periods, between 7:30 am and 5:00 pm so long as the scheduled work period is established and set forth in writing once the City has determined the time period.
- C. The City shall establish new positions under the 40 hour work week tour of duty.
- D. Any vacant positions shall be offered to employees based on seniority. Transfers between tours of duty shall be on a voluntary basis only.
- E. New hires will replace vacant positions in the 24 / 48 tour of duty first and thereafter fill vacant positions in the 40 hour tour of duty.

2. The Assistant Supervising Mechanic-UFD while on-duty shall not be used to determine minimum manning.

3. The City agrees that any acting positions available shall be filled by employees currently on the tour of duty where the acting position occurs.

4. Overtime during the regularly scheduled work week will be paid in accordance with the Fair Labor Standards Act. Furthermore, for a 40 hour week employee, overtime will be paid for:

- A. hours worked beyond eight (8) hours per day.
- B. hours worked on an unscheduled day of the work week.

5. Overtime formula for all employees covered by this Agreement shall be the rate of the appropriate title set forth in Exhibit "A" divided by 2920 hours. That figure multiplied by one and one-half (1½) shall equal the overtime rate. Where an employee is entitled to double time as outlined in Article 20 of the contract, the one and one-half (1½) shall become two (2).

6. Leave time shall be converted to hours. All leave time except vacation time shall be taken in four (4) hour increments. Vacation time shall be taken subject to one-half and full tour of duty increments.

7. All accumulated sick and compensatory time shall convert at 100% for 24 / 48 employee choosing the 40 hour workweek.

8. A minimum of three firefighters will be hired prior to implementation of the 40 hour workweek, except the City may transfer one existing firefighter to the 40 hour work week to serve as Assistant Supervising Mechanic-UFD.

9. All 40 hour week employees shall be compensated \$1,500.00 per year less than 24 / 48 employees in the attached step guide. The salary for any employee hired prior to January 1, 2001 shall not be reduced by the \$1,500.00 if he/she successfully bids on a 40 hour week position.

10. All 40 hour week employees shall be entitled to FMBA-49 membership as provided by law.

Section 2. Management Rights.

All of the authority, rights and responsibilities possessed by the City are retained by it.

The City shall have the right at all times to enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the City in refraining from doing so at any time.

Subject to the terms of this Agreement, it is the right of the City through and by the Director of the Fire Department and/or Fire Chief and any of their designated representatives to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; purchase the service of others, contract or otherwise; exercise complete control and discretion over its organization and the technology of performing its work; and to make reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and Federal and State Law.

The City may suspend, discharge or demote an employee for sufficient and reasonable cause. All discipline is governed by the New Jersey Department of Personnel (Civil Service). Discipline of employees in excess of forty (40) hours total is subject to a departmental hearing if requested by the employee.

Section 2(a). 7K Exemption of the Fair Labor Standards Act.

As required by law, the City adopted provisions of the Fair Labor Standards Act (FLSA) on September 27, 1985. And as such, elected to adopt the 7K exemption provisions of the FLSA, specifically the 212 hour - 28 day cycle overtime exemption, for all firefighters employed by the City. The City hereby modifies the overtime exemption election previously adopted. As of the date of signature of the contract by both parties, the City shall adopt a 159 hour - 21 day cycle overtime exemption. The first 21 day cycle shall commence upon full completion of the 28 day cycle that the signature date is included. There shall be no retroactivity pertaining to the "modified" election.

FLSA time earned by the 7K / 159 hour cycle may be taken in pay or compensatory time subject to management approval. Any 24 / 48 tour employee eligible for additional compensatory time pursuant to the FLSA as a result of the normal work schedule (½ time) may be eligible to take that compensation in compensatory time in lieu of pay with the approval of the Fire Chief.

ARTICLE 3

MAINTENANCE STANDARDS

Section 1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement, any benefit, privilege provided by law, rule or regulation for employees without prior notice to the Association, and when appropriate, without negotiations with the Association, provided however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

Section 2. Employees shall retain all civil rights under New Jersey State and Federal Law.

ARTICLE 4

ASSOCIATION REPRESENTATIVES AND MEMBERS AND DELEGATES' RIGHTS

Section 1. Authorized representatives of the Association, whose names shall be filed in writing with the Director of the Fire Department and/or Fire Chief shall be permitted based on approved scheduled appointments to visit Fire Headquarters or the Office of the Director of the Fire Department and/or Fire Chief for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Shift Commander or, in his/her absence, an authorized representative.

The Association representative shall not interfere with the normal conduct of the work of the Fire Department.

Section 2. The City agrees to grant up to twelve (12) hours off with pay to the duly elected state representative, state delegate or designated representative and state committee member to attend any monthly or special meeting of the state organization not to exceed two employees.

Section 3. Pursuant to N.J.S.A. 40A:14-177, the City agrees to grant a leave of absence with pay to the duly authorized representatives of the Firemen's Mutual Benevolent Association to attend any state or national convention of such organization. A certificate of attendance to the State convention shall be submitted by the representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

Section 4. The contract committee shall be granted eight (8) hours of leave if a contract negotiation meeting with the City extends past 2300 hours the night before an employee's shift.

ARTICLE 5
CHECK-OFF AND AGENCY SHOP

Section 1. Pursuant to N.J.S.A. 52:14-15.9e, employees covered by this Agreement, who are Association members, may authorize voluntarily and in writing to the proper disbursing officer of the City, to have customary dues deducted from their compensation and paid to the Association.

Section 2. Pursuant to N.J.S.A. 34:13A-5.5, employees covered by this Agreement, who choose not to be Association members, shall have deducted from their compensation a representation fee in lieu of dues up to 85% of regular membership dues, fees and assessments paid by Association members for services rendered by the Association. Said deduction will commence as soon as practicable after the employee's 60th day of employment in a bargaining unit position. Said monies, together with records of any corrections, shall be transmitted to the Association Office during the month following the monthly pay period in which deductions were made.

Section 3. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and approved by the City during the month following the filing of such card with the City.

Section 4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the City sixty (60) days written notice prior to the effective date of such change.

Section 5. The Association agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the Association in accordance with the law.

Section 6. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

Section 7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization cannot again be effected for a period of three (3) months.

ARTICLE 6

BULLETIN BOARDS

Section 1. The City agrees to furnish suitable bulletin board space (approximately 24" x 36") in the dormitory of each manned station to be used exclusively by the Association.

Section 2. The Association agrees to limit its postings of notices and bulletins to such bulletin boards.

Section 3. The Association agrees that it will not post material which may be profane, derogatory to any individual, or constitute public election campaign material. All bulletin notices shall be signed by the Association President or designee.

Section 4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the Association. The matter will then be subject to the grievance procedure for resolution.

Section 5. Association Bulletin Boards shall be maintained in a neat and orderly fashion by the Association Representative.

ARTICLE 7

NONDISCRIMINATION AND PERSONNEL RECORDS

Section 1. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3. The City agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of Association membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or of this Agreement.

Section 4. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 5. Personnel Records. Each employee shall receive a copy of any reprimand or adverse documentation that becomes part of an employee's permanent record placed in his/her personnel file and has the right to examine his/her file at any time convenient to the employee and the custodian of the file. Any letters, memorandums, actions, warnings or other documents

regarding promotional, disciplinary or other employment consideration by the City shall be signed by the employee and a response may be written by the employee, which shall also be kept in the file.

Section 6. Official personnel records of employees shall be maintained in the Personnel Office, Department of Administration. Any copies of personnel records maintained by the Fire Department must be kept in a locked cabinet at all times, which may be accessed by only the Director of Fire, Fire Chief or their designee.

Section 7. Medical records are covered by the Federal Confidentiality Act and can be released pursuant to City Policy No. 87.

NOTE: City policy is cited for reference only. It is understood that City policy is not negotiable.

Section 8. The Director of Fire, Fire Chief or designee shall forward to the Business Administrator for filing in the respective employee's personnel file, documentation of successful completion of certification requirements as set forth in the State of New Jersey Department of Personnel (Civil Service) job specification for said employee's current classification.

ARTICLE 8

NO-STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any member or person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage,

slowdown, walkout, or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the grievance procedure contained in Article 24.

Section 3. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE 9

WAGES

Section 1. Salaries for employees covered hereunder for calendar years 2001, 2002, 2003 and 2004, shall be paid in accordance with the Salary Step Guide set forth in Exhibit "A" attached hereto and made a part hereof. All salaries shall be authorized by an appropriate ordinance to be adopted by the City. The salaries set forth in Exhibit "A" attached hereto are the salaries to be paid for the calendar year 2001 effective for the pay periods beginning Sunday, December 31, 2000 and July 1, 2001; salaries to be paid for the calendar year 2002 effective for the pay periods

beginning Sunday, December 30, 2001 and June 30, 2002; salaries to be paid for the calendar year 2003 effective for the pay period beginning Sunday, December 29, 2002; and salaries paid for the calendar year 2004 effective for the pay period beginning Sunday, January 4, 2004 to all employees covered by this Agreement.

Section 2. The City, by ordinance, established the title and salary range for the position of Fire Prevention Specialist - UFD, a position required by this municipality for the enforcement of the Uniform Fire Code. The base wage paid to this employee shall be 5% higher than said employee's base pay as a firefighter during the period of the assignment of this employee to this position. All other conditions of the contract shall apply.

ARTICLE 10

PAY PERIOD

Section 1. All salary and wages of individual employees shall be paid on a weekly basis and shall be paid to the member on every Friday of the month, unless that day be a holiday, and then payment is to be made on the day preceding the holiday. Pay will be distributed at employee's assigned station at or before 7:30 am on Fridays. In the event of an emergency situation, the City will contact the Association to advise them of the emergency for the purpose of reaching a solution.

Section 2. Pay receipts for employees shall be itemized as follows:

- a. base pay
- b. holiday pay
- c. overtime

Same shall be explained in the deduction code attached to the employee's paycheck.

Section 3. Advance vacation pay will be paid to employees who have earned and eligible vacation leave and who have been approved for a minimum vacation of two (2) weeks at one time. This will not apply for any employee who is scheduled for vacation for less than a two (2) week period. Request for vacation pay in advance must be made a minimum of six (6) weeks prior to the requested payment. When the City offers a Direct Deposit Program, employees will no longer be eligible for vacation pay in advance.

ARTICLE 11

VACATIONS

Section 1. All 24 / 48 employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided: Up to one (1) year of service, one tour of duty plus six (6) hours for each three months of service, said employee must earn a tour of duty before it can be taken; after one (1) year of service and up to the completion of five (5) years of service, seven (7) tours of duty; after five (5) years of service and up to the completion of ten (10) years of service, nine (9) tours of duty; after ten (10) years of service and up to the completion of fifteen (15) years of service, ten (10) tours of duty; after fifteen (15) years of service, and up to the completion of twenty (20) years of service, eleven (11) tours of duty; after the completion of twenty (20) years of service, twelve (12) tours of duty. Vacation tours shall be granted on a twelve (12) hour shift basis. There may be no more than two (2) employees excluding officers on scheduled vacation at the same time.

Section 2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Fire Department's business as determined and approved by the Director of the Fire Department and/or Fire Chief or their designee, such vacation periods or parts

thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only.

Section 3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

Section 4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. All vacation schedules must be submitted ten (10) days before an anticipated vacation. All vacations requested less than ten (10) days prior will be granted if convenient to the Department. Vacation days shall be granted on seniority within the Fire Department from January 1 to the last day of February. From March 1 to December 31, vacation requests shall be granted on a first come-first serve basis. The number of prior vacation requests for the dates will determine if the employee's dates will be granted. If an employee is denied a vacation leave, said employee shall have first right of refusal should said leave become available.

Section 5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination. In the event an employee's termination from employment is caused by his/her death, then in such event, the accrued and unused vacation pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has used a greater number of vacation days than have accrued to his/her benefit during the year of his/her death or termination of employment, then in such event, the employee's final pay will be reduced by the overused vacation taken. All vacation accrues in proportion to the number of completed months worked by each employee in any calendar year.

Section 6. The above also applies to new employees, except that they may not use these earned days until the completion of ninety (90) days employment with the City. In the event that

special extraordinary circumstances exist, the employee may use earned and accrued days prior to the completion of said ninety (90) day employment upon approval of the Division Head or designee. Should an employee be unable to take time off because of the ninety (90) day provision, said eligible time will be allowed to be carried over to the succeeding year.

An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

An employee who terminates employment during the first fifteen (15) days of a month shall not be credited with having worked a full month for the purpose of vacation computation. An employee who terminates employment beyond the sixteenth (16) day of the month or thereafter shall be credited with working said month for the purpose of vacation computation.

Section 7. The Association contract is binding to both the City and the employees of the bargaining unit. The Association contract specifies vacation allowance shall be taken in the year it is earned. Employees have the responsibility to schedule and utilize vacation days without continued accrual on the payroll records of the City.

Section 8. Vacation Leave for 40 hour week employees:

Up to one year of service - 8 hours per month

1 to 6 years of service - 96 hours

6 to 13 years of service - 120 hours

13 to 19 years of service - 160 hours

19 to 27 years of service - 200 hours

Over 27 years of service - 240 hours

There may be no more than one (1) 40 hour week employee excluding officers on scheduled vacation at the same time.

ARTICLE 12

HOLIDAY PAY

This benefit has been eliminated through negotiations.

ARTICLE 13

EDUCATION AND TRAINING INCENTIVES

Section 1. Each employee shall be paid \$12.50 per credit upon completion of an approved accredited fire related course up to a maximum of one-hundred and twenty (120) credits. Other courses shall be approved by the Business Administrator. The employee must submit a certificate of successful completion before any payment of the credit increment. Education increments shall be incorporated in the employee's salary by the City on or about February 1st and July 1st for approved credits earned since the previous incorporation of an earned increment. All employees must earn twelve (12) credits in an approved fire related program prior to college credits being paid.

The Fire Chief shall permit employees to use up to twenty-four (24) hours of educational leave in four (4) hour increments after 5:00 pm to attend any fire related college course, so long as such leave does not place the platoon at less than minimum manning.

Section 2. In addition to educational leave for college, the City agrees to provide twenty-four (24) hours annually of official time off from work to be taken in four (4) hour increments to attend fire related seminars and training courses which are relevant and approved by the Fire Chief. This shall not include any mandatory courses required by the City or any courses which the employee is required by law to maintain a license in the performance of his/her employment.

Employees shall submit to the Fire Chief a written request for official time off three (3) tours prior to the start of the seminar or training course. This request shall include the title of the seminar or training course. The Fire Chief shall return the request on the next tour of duty after receiving it from the employee stating his/her approval or disapproval for the official time off.

The employee shall provide to the Fire Chief a copy of the training certificate or letter of attendance from the seminar or training course which the employee attended while on official paid time off to attend said training.

The employee shall be responsible for all costs in attending the requested seminar or training course. Should the City cancel any leave for an approved seminar or course, and the employee cannot receive a full refund of any course related expenses, the City shall reimburse the employee for said costs.

The Fire Chief may deny any request for official time off when the platoon has insufficient manning. Once a request has been approved, it will not be rescinded by the Fire Chief unless there is justifiable cause.

ARTICLE 14

TRAVEL ALLOWANCES

Section 1. Per Diem Meal and Lodging Expenses. The City agrees to reimburse, on a per diem basis, as established by the rules and regulations of the Business Administrator, consistent with the existing Policy No. 66, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties, for hotel lodging, meals and incidental expenses related thereto, for a full day at rates not to exceed a total of \$130.00 per day. Eligibility for travel expenses and determination of "travel

status" shall be made by the Business Administrator and prior written approval of the Business Administrator shall be required prior to incurring of said expenses.

Note: City policy is cited for reference only. It is understood that City policy is not negotiable.

Section 2. Mileage Allowance. Employees will be reimbursed mile for mile for the use of their personal vehicles for City business at the prevailing IRS rate.

ARTICLE 15

COURT TIME

Section 1. Any employee who is required to appear during the off-duty hours in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional hearings shall be compensated for such hours or one and one-half hours, whichever is greater. Such compensation shall be at the overtime rate of pay portal to portal.

Section 2. It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) apply to the City. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for hours worked as Court Time in order to comply with such regulations and to comply with FLSA generally.

Section 3. If a firefighter is requested to appear in court by a third party, he/she will not receive any payment from the City, and no time payment will be credited under FLSA.

ARTICLE 16

SICK LEAVE

Section 1. Service Credit for Sick Leave.

A. All employees shall be entitled to sick leave with pay specified hereunder.

B. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position. Sick Leave may be used by employees who are unable to work because of:

1. Personal illness or injury.
2. Exposure to contagious disease.
3. Care, for a reasonable period of time of a seriously ill member of the employee's immediate family. "Immediate family" is defined by N.J.A.C. 4A: 1-1.3 as employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household. In addition, the City recognizes step-father and step-mother to be part of the immediate family or other near relative. This section includes care for a child unable to attend school or day care facility for medical reasons and no other person is available to care for employees child.
4. Death in the employee's immediate family for a reasonable period of time.

C. Whenever a firefighter or fire-prevention specialist is disabled through injury or illness as a result of or arising from his/her employment as evidenced by a certificate of a City-designated physician or physician acceptable to the City, he/she shall be granted, in addition to his/her annual sick leave with pay or any accumulation thereof, leave of absence with pay for a period of three hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by certificate of the City designated physician or physician acceptable to the City, but not longer than a period of which worker's compensation temporary disability payments are allowed.

If at the end of such three hundred sixty-five (365) calendar day period the employee is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he/she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined

compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City by the insurance carrier or the employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his/her disability is fit to perform "other" light duties, the City may, at its discretion allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a City-designated or other physician acceptable to the City.

D. Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he/she remains on the payroll.

Section 2. Amount of Sick Leave.

A. An employee commencing employment during the first 15 days of the month shall earn eight (8) hours, and an employee commencing employment on or after the 16th day of the month shall earn four (4) hours for said month. Thereafter, sick leave with pay shall accrue to any full-time employee on the basis of eight (8) hours per month during the remainder of the first calendar year of employment. In every following year, a 24 / 48 employee shall earn 180 hours and a 40 hour week employee shall earn 120 hours as long as the employee remains actively employed.

Sick leave may be taken in four (4) hour increments.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 3. Reporting of Absence on Sick Leave.

If an employee is absent for reasons warrant sick leave, the on-duty Shift Commander shall be notified and provided with a contact number preferably one-half (½) hour prior to the employee's starting time. The contact number shall not be a pager, but a telephone number where the employee can be reached.

1. Failure to so notify the on-duty Shift Commander may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
2. Absence without notice for two (2) consecutive tours of duty shall constitute a resignation not in good standing.

Section 4. Verification of Sick Leave.

A. A 24 / 48 employee absent on sick leave for more than two (2) consecutive tours of duty or more than five (5) times in one calendar year may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

A 40 hour week employee absent on sick leave for five (5) or more consecutive days in one calendar year may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

A 40 hour employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his/her sick leave record reviewed by the City and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of

such proof shall be necessary for a period of six (6) months. Furthermore, the City may require such employee to be examined by a City-designated physician at the expense of the City.

B. In case of a leave of absence due to exposure to contagious disease, a certification from a City designated physician or physician acceptable to the City shall be required.

C. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

Section 5. The City will pay upon the death of an active employee an amount equal to fifty (50) percent of all accrued and unused sick leave pay up to a maximum of \$15,000.00 to the employee's beneficiary or estate.

Section 6. Any on-duty employee not using any sick leave in a given calendar year may be paid for one (1) tour of duty. If an employee elects to take this option, said tour shall be deducted from said employee's total number of sick tours.

ARTICLE 17

FUNERAL LEAVE

Employees shall be granted special leave with pay entitled "Funeral Leave" as follows:

1. In the event that the firefighter is on a shift and is notified of the death of a family member as referenced in numbers 2 and 3 below, he/she will be excused the remainder of his/her tour of duty. Said time is not to be included in the scheduled time off as stated below.

2. A maximum of two (2) tours of duty in the event of the death of the employee's spouse, son, daughter, mother, father, step-mother, step-father and step-child.
3. A maximum of one (1) tour of duty in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of the spouse, step family members and other relatives residing in employee's household.

Conditions Applicable:

Funeral Leave shall terminate the day of interment. Employees will return to work the day following interment. In no case will an employee extend the above maximum time allocation with the following exception:

If the funeral services for the deceased relative is held over a distance greater than a 350-mile radius from the City, then such funeral leave will be extended by one (1) tour of duty. This is conditioned upon actually traveling to the funeral from Vineland.

All of the above is conditioned upon attendance at the funeral.

Request for any and all funeral leave shall be subject to the approval of the Director of the Fire Department and/or Fire Chief; such approval shall not be unreasonably denied.

If multiple deaths of family members covered by this article occurs, an employee shall receive a total leave equal to the addition of all applicable deaths as described in this article.

If an employee is on funeral leave, and another family member dies, it shall be considered a separate incident, and the employee shall receive any leave granted to him/her as part of this article in addition to the balance of the funeral leave that employee is on when the second death occurs.

ARTICLE 18
PERSONAL LEAVE TOUR OF DUTY

Section 1. The City grants 72 hours of personal leave to each 24 / 48 employee and 24 hours to each 40 hour week employee annually. Said personal leave shall be granted by the City upon three (3) calendar days prior written request of the employee, upon the Fire Department form submitted to the Director of the Fire Department and/or Fire Chief or their designee, with a copy to the immediate supervisor. Such request shall be granted, at the discretion of the Director and/or Fire Chief or designee so long as his/her employee's absence can be permitted without interference with the proper conduct of the Department. Personal leave shall not accumulate. In the event of special extraordinary circumstances, the Director of the Fire Department and/or Fire Chief or their designee, may waive the three (3) calendar day notice provision of this Article. Personal leave may be taken in four (4) hour increments.

Section 2. Personal leave for new employees will be administered in the following manner:

1. Any 24 / 48 employee on the payroll between January 1 and April 30 will earn 24 hours, and a 40 hour employee on the payroll for said timeframe will earn eight hours.
2. Continued employment May 1 through August 31 will earn an additional 24 hours, and a 40 hour employee will earn eight hours.
3. Continued employment September 1 through December 31 will earn an additional 24 hours, and a 40 hour employee will earn eight hours.

A new employee must be employed for one (1) calendar month to be eligible to use personal leave. Notwithstanding the above, any personal leave allowed but not earned under the four month criteria will be deducted from an employee's final paycheck.

ARTICLE 19

LEAVE OF ABSENCE AND MILITARY LEAVE

Section 1. Leave of Absence.

Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of the Fire Department and/or Fire Chief not less than two (2) weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

Section 2. Military Leave.

Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty for training with any Reserve Unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid his/her regular pay during the period of this military training.

Section 3. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

Section 4. Family Leave. Pursuant to state and federal regulations, employees who have been employed for at least 12 months and worked for a minimum of 1,250 hours, are eligible to receive an unpaid leave of absence for a period not to exceed 12 weeks during a 12 month period.

Leave may be taken only for the following reasons:

1. Employee's own serious health condition.
2. The birth or adoption of a child.
3. To care for a child, spouse or parent with a serious health condition.

Eligible employees must provide prior notice to the Department Head if requesting a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

ARTICLE 20

OVERTIME

Section 1. The overtime rate of pay is defined as one and one-half times the regular rate of pay.

When employees are called in for a specific duty assignment from an off-duty-day or from between work shifts or when required to work after the end of a regularly scheduled shift, the overtime rate of pay shall be applied to said hours.

No overtime shall be worked unless said overtime has been specifically authorized by the Fire Chief or designee prior to its being worked.

All full-time employees of the City must consider the City as their primary employer. As such, they must be available and able to perform all of the duties of their position as required by the City.

Section 2. Employees, when called in for a specific duty assignment from an off-duty day or from between work shifts, shall be entitled to be paid a minimum of three (3) hours at the overtime rate of pay.

Section 3. When an employee is scheduled to work pre-arranged overtime on their scheduled day off, the employee will receive a minimum of two (2) hours pay at the applicable rate.

Section 4. Compensatory time shall be earned in lieu of overtime payments pursuant to the FLSA at the request of an employee. The use of compensatory time shall be requested in writing by an employee to the Director of Fire, Fire Chief or their designee. The request shall be granted so long as the employee's absence does not unduly disrupt the operations of the Department. Employees who have 144 or more compensatory time hours accumulated in any calendar year shall need the approval of the Director of Fire or Fire Chief to earn additional compensatory time in lieu of overtime payments.

Overtime shall be offered, if practicable, as equally as possible to all employees, but in all instances at the discretion of the Director and/or Fire Chief or their designee. It is the intention of the parties and the purpose of this provision to provide for as equal a division of overtime as possible within the department. Seniority shall be used when applicable. Assignment of overtime shall not be a rotation list, but a rotation list shall be maintained in order to assist the department in achieving an equalization of overtime hours if practicable. A list of compensatory time entitlements which have accrued as a result of overtime shall be maintained by the Director and/or Fire Chief shall be available for inspection by employees. Fire Prevention Specialists are not to be included on the overtime list.

When employees are called in for a specific duty assignment on an off-duty day, they shall be entitled to a minimum of three hours pay at the applicable rate unless the work continues into their regularly scheduled work hours, in which case they would be entitled to call-in pay only for the period prior to the commencement of the regular shift.

Section 5. Any firefighter mandatorily called in to work during the shift that commences 7:30 am on Thanksgiving Day or Christmas Day shall be paid at two times (2x) their normal rate of pay.

ARTICLE 21

ACTING ASSIGNMENTS

In the event a firefighter is assigned to act in a position of next higher rank, he/she shall be paid at that position's rate hour for hour for the total time in that position. The City agrees that scheduled acting assignments shall be assigned within the platoon, first by the current captains list, and if there is no current list or the firefighter on the list is not available, the senior working firefighter will have first choice.

ARTICLE 22

RETIREMENT

For purposes of this article, retirement shall mean an approved pension documented by the New Jersey Division of Pensions & Benefits, Department of Treasury. Pensions can be in the form of service retirement, early retirement options, special retirement, veterans retirement, ordinary disability and accidental disability retirement.

Section 1. Employees retiring either on the regular pension or disability shall be paid for all accumulated vacation, personal and compensatory time.

Section 2. In case of death of an employee covered hereunder, there shall be paid to his/her widow, beneficiary or estate, the amount or amounts due for any and all unused vacation, personal, compensatory time coming and pay period due.

Section 3. At retirement, the City agrees to pay each employee an amount equal to 50% of all accrued sick leave pay up to a maximum amount of \$15,000.

Section 4. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half ($\frac{1}{2}$) accumulated sick days times the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of his/her retirement; provided however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

Section 5. Payment shall be made promptly, if funds are available, but no later than one (1) month after the final adoption of the budget of the City for the year succeeding the effective date of retirement of the employee.

ARTICLE 23

HEALTH BENEFITS

Section 1 The City will continue to assume the full cost of health insurance for all employees who are currently enrolled in the traditional (Patriot X) plan or the HMO (Patriot V) plan and who have been employed with the City on or before January 1, 2001. This coverage shall be fully paid by the City for all employees and their families and will be substantially similar or better than coverage provided in the year 2000. Said employees would also be free to transfer

from the Patriot V to the Patriot X plan at no additional cost to them. The benefits are more specifically provided for and explained in a brochure available to employees.

The City will continue to assume the full cost of health insurance for new hires (employees hired new to the City after January 1, 2001) and their families who enroll in the HMO (Patriot V) plan. However, said new hires who elect to enroll in the traditional (Patriot X) plan at any point in time will be required to pay the difference between the Patriot V and Patriot X premiums. The City will notify employees annually of the rate change differential preferably one (1) month before open enrollment.

Section 2. The City also agrees to provide a Generic Prescription Program for all employees and their families in accordance with the following conditions:

1. A Federally approved generic equivalent, if available, will be dispensed for the brand name - unless your doctor specifically requires a brand name.
2. If you receive a brand name drug when a generic drug is available, you will have to pay the difference in cost between the brand name and the generic, except if the attending physician requires/specifies no substitute for brand name. This cost will not be applied to your deductible. The co-pays are as follows:

\$10.00 co-pay for all name brand prescriptions

\$ 5.00 co-pay for all generic brand prescriptions

\$ 5.00 co-pay for all mail order prescriptions

Section 3. The City also agrees to provide a customary fee 50/50 New Jersey Dental Plan or its equal for all employees and their families.

As options to coverage provided in Section 3, the City also provides group Dental Plans: Delta-Flagship Health Systems, Inc., Delta Preferred Provider Option (PPO) and Oracare Dental Plan.

Section 4. The City agrees to pay the cost of all above health benefit coverages for the term of this Agreement.

Section 5. Upon an employee's retirement (after he/she has had 25 years of creditable service in the State of New Jersey Police and Firemen's Retirement System), he/she shall be entitled to receive all of the then Basic Prescription Coverage Plan as described in Section 2 above, provided by the City at the expense of the City for the shorter of the following periods:

- a. When said retired employee obtains employment having comparable Basic Prescription Coverage as described in Section 2. However, employees shall retain the right to re-enroll in the prescription program of the City based on the program available at the time.
- b. When the retired employee becomes eligible for a federal or state subsidized prescription/pharmaceutical program.

Section 6. Employees on approved Leave of Absence, pursuant to regulations of the State Health Benefit Program, are responsible for payment of said health benefits in accordance with the applicable regulations.

Section 7. It is agreed that a Joint Health Care Sub-Committee, formed under the Mayor's Insurance Committee, comprised of one (1) FMBA, Local 49 Association person and Association officers, and open to one (1) employee representative from each of the eight other bargaining units, will be established and meet as needed to explore ways to reduce health care costs while maintaining quality care. The employee will be released from his/her regular shift to attend the meetings. It is understood that the City retains the right to select the insurance carrier or to be self-insured for the provision of any Health and Welfare benefits. The Committee will be

effective during the term of this contract for all activities related to the review of provider proposals. Any change in insurance provider that impacts the level of benefits or administrative procedures from those currently in place will be subject to negotiation. The City also agrees to reopen the issue of medical insurance for employees that retire in the future if there is a change in insurance carriers.

ARTICLE 24

GRIEVANCES

Should any grievances arise with respect to the meaning, application or interpretation of the Rules and Regulations of the Fire Department and policies adopted thereby, such grievance shall follow the grievance procedure below through the third step. Such noncontractual grievances will not proceed to Step 4.

Should any grievances arise with respect to the meaning, application or interpretation of the terms of this Agreement, such grievances shall be submitted to the following procedure:

Step 1: The employee shall submit his/her grievance in writing within six (6) calendar days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall forthwith file one (1) copy with the Fire Chief. The Fire Chief and said Association Representative shall forthwith attempt to settle the matter of the grievance. Failure to file his/her grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

If the grievance is filed in writing as hereinabove provided, and the matter taken up between the Association Representative and the Fire Chief fails to produce an amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five calendar (5) days immediately following the disposition of the grievance to Step 1, who shall take the matter up with the Director of the Fire Department in an endeavor to adjust it amicably.

Step 3: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five calendar (5) days immediately following the disposition of the grievance to Step 2, who shall take the matter up with the Business Administrator in an endeavor to adjust it amicably.

Step 4: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five calendar (5) days immediately following the disposition of the grievance to Step 3, the grievance will then proceed to arbitration.

Either party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Association and the City. If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the Association. Any representative or officer of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such

purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Only the City or the Association may remove and present a grievance to arbitration.

ARTICLE 25

EXTRACONTRACTUAL AGREEMENTS

The City agrees not to enter into any other agreement or contract with its employees covered by this Agreement, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

ARTICLE 26

SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modifications or revisions of such clause or clauses.

ARTICLE 27

UNIFORM MAINTENANCE ALLOWANCE

Section 1. The City agrees to pay to each employee the sum of \$600 annually as a Uniform Maintenance Allowance. Because of the revision by the Federal Internal Revenue Service, the City in cooperation with the Association and employees has arranged for payment of the semi-annual payments of \$300 to be paid by payroll check. Accordingly, payment shall be made in the last pay day in June for which the allowance is due with the exception of any allowance due in the month of December. Such allowance to be made in the first pay day of the month of December.

In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain the uniforms in good and clean condition.

Section 2. The 1988 Federal Family Support Act requires employers to withhold income tax and Social Security on employee business expense reimbursement for which employees must adequately account to their employers effective January 1, 1989. The City had a waiver for 1989 reporting. However, this law affects all allowances as of January 1, 1990. Consequently, all firefighters governed by this contract, in general must provide documentation for allowances including: Clothing Allowance, Uniform Maintenance Allowance, Travel Allowance.

Section 3. Uniform Maintenance Allowance shall not apply to turn-out gear and safety equipment.

ARTICLE 28

UNIFORM ALLOWANCE

The City agrees to replace work uniforms once annually, on an as needed basis (annually refers to an approximate date on or about April 1). Work uniforms shall be replaced by returning to the City the old work uniforms since the Code has limitations with respect to cleaning and condition. Collecting the uniforms will preclude use of obsolete uniforms. Employees shall have the right to choose from either Topps Fire Wear or nomex fabric uniforms.

The City shall reimburse firefighters within the department a flat fee of:

\$70 in fiscal budget year 2001

Note: The City is on a State Fiscal Year for budget purposes (July 1 - June 30).

\$75 in fiscal budget year 2002

\$80 in fiscal budget year 2003

\$85 in fiscal budget year 2004

per person upon submission by the employee of a paid receipt for safety toe shoes meeting the requirements and specifications in American National Standard for Personnel Protection Protective Footwear (ANSI Z41-1983). In lieu of the annual fiscal year reimbursement, an employee shall be reimbursed up to \$225 for a one-time purchase of safety shoes during the term of this Agreement.

It is agreed that the Fire Department shall supply employees with prescription or non-prescription safety glasses as required. They shall be worn in accordance with safety manual stipulations and will not replace goggles where required. Employees wearing prescription glasses shall verify that their prescription lenses are of the safety type. Details of the prescription safety

glass program are available. Safety glasses shall be provided as the prescription reads for lenses only.

The City will provide one (1) Class-A Uniform to each employee as needed, but not to exceed 10 years.

Note: The first uniform was supplied during fiscal year 1995.

ARTICLE 29

SAFETY

A Safety Committee composed of three (3) representatives from management and three (3) representatives from labor shall meet at least quarterly each year. The purpose of said committee shall be for reviewing safety conditions and making recommendations for their improvement.

The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws.

Failure by employees to abide by safety regulations will result in disciplinary action.

ARTICLE 30

MEALS

The City agrees to provide a meal for all employees called in for emergency overtime work. A meal will be provided every four (4) hours of overtime worked during said emergency overtime but will not to exceed three (3) meals in a 24 hour period. If a meal is not provided, the City will provide a meal allowance in the amount of \$7.00 per meal reimbursed per standard City voucher system within thirty (30) days if the employee pays directly or uses the City meal ticket

policy for which the vendor bills. The attachment of the registered receipt is required for either the voucher system or the meal ticket policy.

ARTICLE 31

DISSEMINATION OF INFORMATION

City will provide each employee with an account of his/her unused vacation, sick, personal and compensatory time weekly on employee's pay stub.

The City will provide each employee with a copy of this Agreement plus an additional 20 copies to the Association.

ARTICLE 32

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 2001, and the terms and provisions of this Agreement shall continue in full force and effect until December 31, 2004.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

CITY OF VINELAND

By:
O.R.
MAYOR

Kirk Gately
MUNICIPAL CLERK

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL 49

Frances A. Sattar
PRESIDENT

NEGOTIATING COMMITTEE:

Henry J. Pala
J. M. Dow
John A. Sattar

NEGOTIATING COMMITTEE:

Paul Cavagnaro
John A. Sattar
Frank Giannino
John J. Pala

EXHIBIT "A"

SALARY STEP GUIDE

	12-31-00	7-1-01	12-30-01	6-30-02	12-29-02	01-04-04
Step 1	\$26,436	\$26,436	\$27,380	\$27,380	\$28,338	\$29,330
Step 2	\$28,725	\$29,378	\$29,378	\$29,378	\$30,406	\$31,470
Step 3	\$31,416	\$32,579	\$32,863	\$33,196	\$34,357	\$35,560
Step 4	\$33,989	\$34,430	\$34,714	\$35,084	\$36,312	\$37,583
Step 5	\$39,890	\$39,922	\$40,205	\$40,796	\$42,224	\$43,702
Step 6	\$41,212	\$43,166	\$43,449	\$44,114	\$45,658	\$47,256
Step 7	\$49,120	\$49,699	\$49,982	\$51,673	\$53,481	\$55,353
Step 8 (9-14 years)	\$50,134	\$51,564	\$51,847	\$53,627	\$55,503	\$57,446
Step 9 (14-19 years)	\$50,983	\$52,574	\$52,857	\$54,675	\$56,589	\$58,569
Step 10 (19+ years)	\$51,927	\$53,595	\$54,256	\$56,648	\$58,630	\$60,683

Movement to steps 8, 9 and 10 shall occur on the first January following the anniversary date of the qualifying service.

EXHIBIT "B"

STIPENDS

There shall be a stipend of \$225 annually for employees who pass a Bilingual Civil Service Exam and are designated as Spanish/English bilingual firefighters. The City shall designate 3 such firefighters in 1998, provided that many qualify by passing the exam. The City reserves the right to increase the number of bilingual firefighters based on the needs of the Fire Department and the number of employees passing the test.

There shall be a stipend of \$500 annually as follows:

Two Arson Investigators per platoon for a maximum of six

Two Mechanics per platoon for a maximum of six

One Hazmat Technician per platoon for a maximum of three

One Training Officer

One employee serving as Assistant Supervising Mechanic-UFD on a 40 hour week shall be compensated at \$750.00 above the employee's normal compensation.

A stipend shall be added to an employee's base pay for the period of time employee works in said position. Only one stipend shall be allowed per employee, not including bi-lingual pay. Once a stipend has been added to base pay, it may only be disallowed after a meeting with the Business Administrator.

EXHIBIT "C"

CANINE PROVISION

The City agrees to pay employees assigned canine duty for the firefighter's personal care of the dog and the facilities in which the dog resides at the prevailing minimum wage rate. It is agreed that such "Canine Care Hours" shall be reported weekly in writing and attested to by said firefighters to the Fire Chief or designee. It is further understood that cost for food, veterinarian care, materials and boarding away from the firefighter's residence when necessary shall be paid by the City to a kennel of quality reputation of the City's choice. If a kennel is used, no grooming and care compensation will be paid to the canine firefighter during the period of time the canine is at the kennel.

It is further understood and agreed that "Canine Care Hours" shall be limited to those hours reasonable and necessary for the feeding, grooming and medical care of the canine and for the maintenance of the facility in which the canine resides, and that said hours shall be paid at the straight rate and shall be "7K" exemption hours. It is agreed that these duties should not exceed seven (7) hours per week. It is further agreed that where possible, the medical care of the canine will be scheduled during regular shift time.